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*Attorneys for Defendant and Counterclaimant*  
*3Dlabs Inc., Ltd.*

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

20	FUZZYSHARP TECHNOLOGIES	) Case No.: 07-CV-5948-SBA
21	INCORPORATED,	)
22	Plaintiff,	) <b>NOTICE PURSUANT TO CIVIL LOCAL</b>
23	vs.	) <b>RULE 7-12 REGARDING A</b>
24		) <b>SUBMITTED MATTER PENDING</b>
25	3DLABS INC., LTD.,	) <b>BEFORE THE COURT</b>
26	Defendant.	)
27		)

1 3DLABS INC., LTD., a Bermuda Corporation, )  
 2 )  
 3 Counterclaimant, )  
 4 )  
 5 vs. )  
 6 )  
 7 FUZZYSHARP TECHNOLOGIES )  
 8 INCORPORATED, a Nevada Corporation, )  
 9 )  
 10 Counter defendant. )  
 11 )

12 Pursuant to Civil Local Rule 7-12, counsel of record for the parties in the above-captioned  
 13 action wish to call the Court's attention to a matter previously submitted that remains pending  
 14 before the Court.  
 15

16 On April 17, 2008, the parties to the above-captioned action, by and through their  
 17 respective counsel of record, submitted to the Court for its consideration and signature a Stipulated  
 18 Protective Order governing confidential, proprietary, and private information likely to be involved  
 19 in this patent infringement action. The Stipulated Protective Order was filed electronically and  
 20 appears on the Court Docket as Document No. 9. A true and accurate copy of the Stipulated  
 21 Protective Order filed with the Court is attached hereto as Exhibit A. The Stipulated Protective  
 22 Order was submitted to the Court when this action was pending before the Honorable Magistrate  
 23 Judge Richard Seeborg. Later that day, the Clerk filed a Notice of Impending Reassignment of the  
 24 case to a United States District Court Judge and the matter thereafter was, also on April 17, 2008,  
 25 reassigned to the Honorable Sandra Brown Armstrong.

26 The parties have not yet received the Stipulated Protective Order signed by the Court. As  
 27 discovery is about to begin, the parties respectfully request that the Court review the Stipulated  
 Protective Order and should it meet with the Court's approval, sign and enter the document on the

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1 Court Docket. Should the Court have concerns about the Stipulated Protective Order submitted,  
2 the parties respectfully request a status conference be held at the Court's earliest convenience to  
3 address any concerns the Court may have.

4 Respectfully submitted,

5 FINK & JOHNSON

6  
7 Dated this 2nd day of September, 2008.

By: /s/ David Fink  
David Fink

8  
9 *Attorneys for Plaintiff and Counter defendant*  
10 *FuzzySharp Technologies, Incorporated*

11 LAW OFFICES OF MARK L. PETTINARI

12  
13 Dated this 2nd day of September, 2008.

By: /s/ Mark L. Pettinari  
Mark L. Pettinari

14  
15 *Attorneys for Defendant and Counterclaimant*  
16 *3Dlabs Inc., Ltd.*

17 **ATTESTATION PURSUANT TO GENERAL ORDER 45**

18 I, Mark L. Pettinari, attest that concurrence in the filing of this document has been  
19 obtained from each of the other signatories. I declare under penalty of perjury under the laws of  
20 the United States of America that the foregoing is true and correct. Executed on this 2<sup>nd</sup> day of  
21 September, 2008 at San Francisco, California.

22  
23 By: /s/ Mark L. Pettinari  
24 Mark L. Pettinari

# EXHIBIT A

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*Attorneys for Defendant*  
3D Labs Inc., Ltd.

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

FUZZYSHARP TECHNOLOGIES	)	Case No.: 07-CV-5948-RS
INCORPORATED,	)	
	)	
Plaintiff,	)	<b>STIPULATED PROTECTIVE ORDER</b>
	)	
vs.	)	
	)	
3D LABS INC., LTD.,	)	
	)	
Defendant.	)	
	)	
	)	

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted.

1 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
2 Protective Order. The parties acknowledge that this Order does not confer blanket protections on  
3 all disclosures or responses to discovery and that the protection it affords extends only to the  
4 limited information or items that are entitled under the applicable legal principles to treatment as  
5 confidential. The parties further acknowledge, as set forth in Section 10, below, that this  
6 Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil  
7 Local Rule 79-5 sets forth the procedures that must be followed when a party seeks to file material  
8 under seal.

9 2. DEFINITIONS

10 2.1 Party: any party to this action, including all of its officers, directors, employees,  
11 consultants, retained experts, and outside counsel (and their support staff).

12 2.2 Disclosure or Discovery Material: all items or information, regardless of the  
13 medium or manner generated, stored, or maintained (including, among other things, testimony,  
14 transcripts, or tangible things) that are produced or generated in disclosures or responses to  
15 discovery in this matter.

16 2.3 "Confidential" Information or Items: information (regardless of how generated,  
17 stored or maintained) or tangible things that qualify for protection under standards developed  
18 under Rule 26(c) of the Federal Rules of Civil Procedure.

19 2.4 "Confidential – Attorneys' Eyes Only" Information or Items: extremely sensitive  
20 "Confidential Information or Items" whose disclosure to another Party or non- party would create  
21 a substantial risk of serious injury to the Producing Party that could not be avoided by less  
22 restrictive means.

23 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
24 Producing Party.

25 2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery  
26 Material in this action.  
27

2.7. Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as “Confidential” or “Confidential – Attorneys’ Eyes Only.”

2.8. Protected Material: any Disclosure or Discovery Material that is designated as “Confidential” or as “Confidential – Attorneys’ Eyes Only.”

2.9. Outside Counsel: attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action.

2.10. House Counsel: attorneys who are employees of a Party or of a parent of a Party and includes attorneys who are employees of subsidiaries of the parent.

2.11. Counsel (without qualifier): Outside Counsel and House Counsel (as well as their support staffs).

2.12. Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action and who is not a past or a current employee of a Party or of a competitor of a Party and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.13. Professional Vendors: persons or entities that provide litigation support services (e.g., document reproduction; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in court or in other settings that might reveal Protected Material.

1  
2           4.     DURATION

3           Even after the termination of this litigation, the confidentiality obligations imposed by this  
4 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
5 otherwise directs.

6           5.     DESIGNATING PROTECTED MATERIAL

7           5.1    Exercise of Restraint and Care in Designating Material for Protection. Each Party  
8 or non-party that designates information or items for protection under this Order must take care to  
9 limit any such designation to specific material that qualifies under the appropriate standards. A  
10 Designating Party must take care to designate for protection only those parts of material,  
11 documents, items, or oral or written communications that qualify — so that other portions of the  
12 material, documents, items, or communications for which protection is not warranted are not  
13 swept unjustifiably within the ambit of this Order.

14           Mass, indiscriminate, or routine designations are prohibited. Designations that are shown  
15 to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily  
16 encumber or retard the case development process, or to impose unnecessary expenses and burdens  
17 on other parties), expose the Designating Party to sanctions.

18           If it comes to a Party's or a non-party's attention that information or items that it  
19 designated for protection do not qualify for protection at all, or do not qualify for the level of  
20 protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
21 withdrawing the mistaken designation.

22           5.2    Manner and Timing of Designations. Except as otherwise provided in this Order  
23 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered,  
24 material that qualifies for protection under this Order must be clearly designated as such before the  
25 material is disclosed or produced.

26           Designation in conformity with this Order requires:  
27



1 (a) for information in documentary form (apart from transcripts of depositions or other  
2 pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or  
3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that contains protected  
4 material.

5 A Party or non-party that makes original documents or materials available for inspection  
6 need not designate them for protection until after the inspecting Party has indicated which material  
7 it would like copied and produced. During the inspection and before the designation, all of the  
8 material made available for inspection shall be deemed “CONFIDENTIAL – ATTORNEYS’  
9 EYES ONLY.” After the inspecting Party has identified the documents it wants copied and  
10 produced, the Producing Party must determine which documents, or portions thereof, qualify for  
11 protection under this Order, then, before producing the specified documents, the Producing Party  
12 must affix the appropriate legend (“CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’  
13 EYES ONLY”) to each page that contains Protected Material.

14 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the Party  
15 or non-party offering or sponsoring the testimony identify on the record, before the close of the  
16 deposition, hearing, or other proceeding, all protected testimony, and further specify any portions  
17 of the testimony that qualify as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is  
18 impractical to identify separately each portion of testimony that is entitled to protection, and when  
19 it appears that substantial portions of the testimony may qualify for protection, the Party or non-  
20 party that sponsors, offers, or gives the testimony may invoke on the record (before the deposition  
21 or proceeding is concluded) a right to have up to 20 days after receipt of a transcript to identify the  
22 specific portions of the testimony as to which protection is sought and to specify the level of  
23 protection being asserted (“CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES  
24 ONLY”). Only those portions of the testimony that are appropriately designated for protection  
25 within the 20 days shall be covered by the provisions of this Stipulated Protective Order.

26 Transcript pages containing Protected Material must be separately bound by the court  
27 reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or

1 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or nonparty  
2 offering or sponsoring the witness or presenting the testimony.

3 (c) for information produced in some form other than documentary, and for any other  
4 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
5 or containers in which the information or item is stored the legend “CONFIDENTIAL” or  
6 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information or item  
7 warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
8 portions, specifying whether they qualify as “Confidential” or as “Confidential – Attorneys’ Eyes  
9 Only.”

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
11 designate qualified information or items as “Confidential” or “Confidential – Attorneys’ Eyes  
12 Only” does not, standing alone, waive the Designating Party’s right to secure protection under this  
13 Order for such material. If material is appropriately designated as “Confidential” or “Confidential  
14 – Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party, on timely  
15 notification of the designation, must make reasonable efforts to assure that the material is treated  
16 in accordance with the provisions of this Order.

## 17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s  
19 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
20 economic burdens, or a later significant disruption or delay of the litigation, a Party does not  
21 waive its right to challenge a confidentiality designation by electing not to mount a challenge  
22 promptly after the original designation is disclosed.

23 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party’s  
24 confidentiality designation must do so in good faith and must begin the process by conferring  
25 directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel  
26 for the Designating Party. In conferring, the challenging Party must explain the basis for its belief  
27 that the confidentiality designation was not proper and must give the Designating Party an

1 opportunity to review the designated material, to reconsider the circumstances, and, if no change  
2 in designation is offered, to explain the basis for the chosen designation. A challenging Party may  
3 proceed to the next stage of the challenge process only if it has engaged in this meet and confer  
4 process first.

5       6.3     Judicial Intervention. A Party that elects to press a challenge to a confidentiality  
6 designation after considering the justification offered by the Designating Party may file and serve  
7 a motion that identifies the challenged material and sets forth in detail the basis for the challenge.  
8 Each such motion must be accompanied by a competent declaration that affirms that the movant  
9 has complied with the meet and confer requirements imposed in the preceding paragraph and that  
10 sets forth with specificity the justification for the confidentiality designation that was given by the  
11 Designating Party in the meet and confer dialogue.

12       The burden of persuasion in any such challenge proceeding shall be on the Designating  
13 Party. Until the court rules on the challenge, all parties shall continue to afford the material in  
14 question the level of protection to which it is entitled under the Producing Party's designation.

15       7.     ACCESS TO AND USE OF PROTECTED MATERIAL

16       7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
17 produced by another Party or by a non-party in connection with this case only for prosecuting,  
18 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to  
19 the categories of persons and under the conditions described in this Order. When the litigation has  
20 been terminated, a Receiving Party must comply with the provisions of section 11, below (FINAL  
21 DISPOSITION).

22       Protected Material must be stored and maintained by a Receiving Party at a location and in  
23 a secure manner that ensures that access is limited to the persons authorized under this Order.

24       7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
25 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
26 information or item designated CONFIDENTIAL only to:  
27

1 (a) the Receiving Party's Outside Counsel of record in this action, as well as employees of  
2 said Counsel to whom it is reasonably necessary to disclose the information for this litigation and  
3 who have signed an "Agreement to Be Bound by Protective Order" in the form that is attached  
4 hereto as Exhibit A;

5 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
6 Party to whom disclosure is reasonably necessary for this litigation and who have signed an  
7 "Agreement to Be Bound by Protective Order" in the form that is attached hereto as Exhibit A;

8 (c) experts (as defined in this Order) of the Receiving Party (1) to whom disclosure is  
9 reasonably necessary for this litigation; (2) who have signed an "Agreement to Be Bound by  
10 Protective Order" in the form that is attached hereto as Exhibit A; and (3) as to whom the  
11 procedures set forth in paragraph 7.4 below, have been followed;

12 (d) the Court and its personnel;

13 (e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably  
14 necessary for this litigation and who have signed an "Agreement to Be Bound by Protective  
15 Order" in the form that is attached hereto as Exhibit A;

16 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
17 necessary and who have signed an "Agreement to Be Bound by Protective Order" in the form that  
18 is attached hereto as Exhibit A. Pages of transcribed deposition testimony or exhibits to  
19 depositions that reveal Protected Material must be separately bound by the court reporter and may  
20 not be disclosed to anyone except as permitted under this Stipulated Protective Order.

21 (g) the author of the document or the original source of the information.

22 7.3 Disclosure of "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or  
23 Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated "CONFIDENTIAL –  
25 ATTORNEYS' EYES ONLY" only to:

26 (a) the Receiving Party's Outside Counsel of record in this action and House Counsel, as  
27 well as employees of said Counsel to whom it is reasonably necessary to disclose the information

1 for this litigation and who have signed the “Agreement to Be Bound by Protective Order” in the  
2 form that is attached hereto as Exhibit A;

3 (b) experts (as defined in this Order) of the Receiving Party (1) to whom disclosure is  
4 reasonably necessary for this litigation, (2) who have signed an “Agreement to Be Bound by  
5 Protective Order” in the form that is attached hereto as Exhibit A, and (3) as to whom the  
6 procedures set forth in paragraph 7.4, below, have been followed;

7 (c) the Court and its personnel;

8 (d) court reporters, their staffs, and professional vendors to whom disclosure is reasonably  
9 necessary for this litigation and who have signed an “Agreement to Be Bound by Protective  
10 Order” in the form that is attached hereto as Exhibit A; and

11 (e) the author of the document or the original source of the information.

12 7.4 Procedures for Approving Disclosure of “CONFIDENTIAL” or  
13 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts

14 (a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a  
15 Party that seeks to disclose to an “Expert” (as defined in this Order) any information or item that  
16 has been designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must make a  
17 written request to the Designating Party that (1) sets forth the full name of the Expert and the city  
18 and state of his or her primary residence, (2) attaches a copy of the Expert’s current curriculum  
19 vitae/resume, (3) identifies the Expert’s current employer(s), (4) identifies each person or entity  
20 from whom the Expert has received compensation for work in his or her areas of expertise or to  
21 whom the expert has provided professional services at any time during the preceding five years,  
22 and (5) identifies (by name and number of the case, filing date, and location of court) any  
23 litigation in connection with which the Expert has provided any professional services during the  
24 preceding five years.

25 (b) A Party that makes a request and provides the information specified in the preceding  
26 paragraph may disclose the subject Protected Material to the identified Expert unless, within ten  
27

1 court days of delivering the request, the Party receives a written objection from the Designating  
2 Party. Any such objection must set forth in detail the grounds on which it is based.

3 (c) A Party that receives a timely written objection must meet and confer with the  
4 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by  
5 agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert may  
6 file a motion seeking permission from the court to do so. Any such motion must describe the  
7 circumstances with specificity, set forth in detail the reasons for which the disclosure to the Expert  
8 is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any  
9 additional means that might be used to reduce that risk. In addition, any such motion must be  
10 accompanied by a competent declaration in which the movant describes the parties' efforts to  
11 resolve the matter by agreement (i.e., the extent and the content of the meet and confer  
12 discussions) and sets forth the reasons advanced by the Designating Party for its refusal to approve  
13 the disclosure.

14 In any such proceeding the Party opposing disclosure to the Expert shall bear the burden of  
15 proving that the risk of harm that the disclosure would entail (under the safeguards proposed)  
16 outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
18 OTHER LITIGATION

19 If a Receiving Party is served with a subpoena or an order issued in other litigation that  
20 would compel disclosure of any information or items designated in this action as  
21 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving Party  
22 must so notify the Designating Party, in writing (by fax, if possible) immediately and in no event  
23 more than ten court days after receiving the subpoena or order. Such notification must include a  
24 copy of the subpoena or court order.

25 The Receiving Party also must immediately inform in writing the Party who caused the  
26 subpoena or order to issue in the other litigation that some or all the material covered by the  
27 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must

1 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that  
2 caused the subpoena or order to issue.

3 The purpose of imposing these duties is to alert the interested parties to the existence of  
4 this Protective Order and to afford the Designating Party in this case an opportunity to try to  
5 protect its confidentiality interests in the court from which the subpoena or order issued. The  
6 Designating Party shall bear the burdens and the expenses of seeking protection in that court of its  
7 confidential material — and nothing in these provisions should be construed as authorizing or  
8 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
11 Material to any person or in any circumstance not authorized under this Stipulated Protective  
12 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
13 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c)  
14 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
15 Order, and (d) request such person or persons to execute an “Acknowledgment and Agreement to  
16 Be Bound” in the form that is attached hereto as Exhibit A.

17 10. FILING PROTECTED MATERIAL

18 Without written permission from the Designating Party or a court order secured after  
19 appropriate notice to all interested persons, a Party may not file in the public record in this action  
20 any Protected Material. A Party that seeks to file under seal any Protected Material must comply  
21 with Civil Local Rule 79-5.

22 11. FINAL DISPOSITION

23 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days  
24 after the final termination of this action, each Receiving Party must return all Protected Material to  
25 the Producing Party. As used in this subdivision, “all Protected Material” includes all copies,  
26 abstracts, compilations, summaries or any other form of reproducing or capturing any of the  
27 Protected Material. With permission in writing from the Designating Party, the Receiving Party



1 may destroy some or all of the Protected Material instead of returning it. Whether the Protected  
2 Material is returned or destroyed, the Receiving Party must submit a written certification to the  
3 Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day  
4 deadline that identifies (by category, where appropriate) all the Protected Material that was  
5 returned or destroyed and that affirms that the Receiving Party has not retained any copies,  
6 abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected  
7 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
8 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product,  
9 even if such materials contain Protected Material. Any such archival copies that contain or  
10 constitute Protected Material remain subject to this Protective Order as set forth in Section 4  
11 (DURATION), above.

12 12. MISCELLANEOUS

13 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
14 seek its modification by the Court in the future.

15 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
16 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
17 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
18 Party waives any right to object on any ground to use in evidence of any of the material covered  
19 by this Protective Order.

20 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

21  
22 Dated: April 16, 2008

By: David Fink  
David Fink  
Attorneys for Plaintiff  
FuzzySharp Technologies Incorporated

23  
24  
25 Dated: April 16, 2008

By: Mark L. Pettinari  
Mark L. Pettinari  
Attorneys for Defendant  
3D Labs Inc., Ltd.



**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Richard Seeborg  
United States District Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare that I have read in its entirety and understand the  
Stipulated Protective Order that was issued by the United States District Court for the Northern  
District of California on \_\_\_\_\_ [insert date] in the case of *FuzzySharp Technologies*  
*Incorporated v. 3D Labs Inc., Ltd.*; Civil Action No. 07-CV-5948. I agree to comply with and to  
be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature of contempt.  
I solemnly promise that I will not disclose in any manner any information or item that is subject to  
this Stipulated Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address and telephone number] as my California agent  
for service of process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

I declare under penalty of perjury under the laws of the United States of America that the  
foregoing is true and correct. Executed on this \_\_\_\_ day of \_\_\_\_\_ [insert date] at \_\_\_\_\_  
\_\_\_\_\_ [insert City and State where sworn and signed].

\_\_\_\_\_ [signature]

[printed name of signature]